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September 16, 2003

Mary Cottrell, Secretary  
Department of Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02110

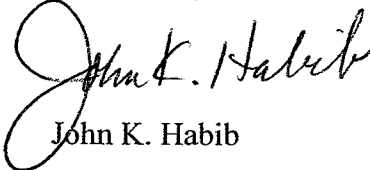
Re: Cambridge Electric Light Company, D.T.E. 03-58

Dear Ms. Cottrell:

Please find attached the responses of Cambridge Electric Light Company d/b/a NSTAR Electric (the "Company") to the record requests asked of the Company on September 9, 2003 in the above-referenced matter.

Thank you for your attention to this matter. If you have any questions, please call me at (617) 951-1400.

Very truly yours,



John K. Habib

Enclosures

cc: Michael Killion, Hearing Officer  
Mark Barrett, Rates and Revenue Division  
Joseph Rogers, Office of the Attorney General  
Pat Kelley, Office of the Attorney General  
Robert W. Healy, City Manager, City of Cambridge  
John Shortsleeve, Esq.

Record Request City-1 (Tr. 1, at 11-12):

Please confirm whether the City of Boston owned 14,000 streetlights prior to the city's recent purchase of streetlights from Boston Edison Company. If so, please also describe how Boston Edison Company applied a customer charge to such streetlights.

Response:

Prior to its recent purchase of streetlights from Boston Edison Company ("Boston Edison"), the City of Boston owned approximately 14,000 streetlights. These lights were primarily connected to a "control box" that was metered by the Company. Boston Edison's Rate S-2 was designed to be applied to all metered lighting installations. In January 2000, Boston Edison's Rate S-2 tariff was revised to add language regarding the application of Customer Charges to unmetered lighting service provided by Boston Edison (see Boston Edison Company, M.D.T.E. No. 141, General Conditions, § 12).

However, it must be reiterated that the provisions of Boston Edison's Rate S-2 tariff have no bearing on the appropriateness of the rate design of Cambridge Electric Light Company's (the "Company") proposed Rate S-2 tariff. The terms of Boston Edison's rate S-2 are based on: (1) Boston Edison's embedded costs to serve the streetlighting class of customers in Boston Edison's service territory; and (2) a Settlement Agreement entered into in the context of Boston Edison Company, D.T.E. 98-108 (1999). As noted in response to Information Request City-1-7, the Department's order in Boston Edison Company, D.T.E. 98-108 (1999) did not reflect any specific consideration of the inclusion of customer charges in Boston Edison's customer-owned streetlight tariff, nor any other particular rate design element. The order merely approved a settlement of issues in that proceeding regarding the propriety of Boston Edison's then-proposed Rate S-2 tariff. The Department noted in its order that its "acceptance of the Joint Motion [of settlement] does not constitute a determination or finding on the merits of any allegations, contentions, or arguments made in this investigation and should not be interpreted as establishing precedent for future filings whether ultimately settled or adjudicated." D.T.E. 98-108, at 6 (1999). Accordingly, the Department should place no weight on any contentions raised in this proceeding comparing the terms of Boston Edison's Rate S-2 tariff and the Company's proposed Rate S-2 tariff.

Record Request City-2 (Tr. 1, at 25):

Please describe the components of the customer charge proposed by Boston Edison Company in its initial Rate S-2 filing considered by the Department in D.T.E. 98-108.

Response:

The basis for Boston Edison Company's ("Boston Edison") Customer Charge for its Rate S-2 was the Cost of Service study performed in its last general rate proceeding (D.P.U. 92-92). The Customer Charge included in Boston Edison's approved Rate S-2 tariff was based on the same Federal Energy Regulatory Commission Accounts for Customer Account Expense (Accts. 901-905), Customer Service & Information (Accts. 907-910) and Sales Expense (Accts. 911-916), as are used for Cambridge's proposed Rate S-2 tariff.

It must be noted that, as described in the Company's response to RR-City-1, Boston Edison's Rate S-2 is not an appropriate tariff with which to compare the Company's proposed Rate S-2 rate design. Please refer to the Company's response to RR-City-1 regarding this issue.

Record Request City-3 (Tr. 1, at 37):

Please provide a copy of the draft License Agreement that the Company is proposing for the city in contemplation of the city's purchase of streetlights in Cambridge. Please describe the proposed charges for services reflected in the draft License Agreement.

Response:

Attachment RR-City-3 is a copy of the Company's draft License Agreement for the City's streetlight equipment that would be attached to the Company's poles.

The License Agreement addresses fees and charges in Articles 3 and 4 and Appendix I. These fees and charges are associated with either the City's request to attach new or additional lights to the Company's poles after it purchases the streetlight equipment or seeks to make material changes to the streetlight equipment purchased by the City and attached to the Company's poles. The nature of the work subject to fees and charges under the License Agreement are field survey; inspection; make-ready work; removal of streetlight equipment; pole replacements, rearrangements and changes; and any other work performed by the Company at the request of the City.

It should be noted that the types of services reflected in the License Agreement are different from the customer services that are the subject of the Company's Customer Charge reflected in the Company's Rate S-2 tariff and thus, there is no double-collection of costs. The Company's Customer Charge recovers costs relating to billing, customer service and other administrative costs as reflected in the following Federal Energy Regulatory Commission Customer Account Expense (Accts. 901-905), Customer Service & Information (Accts. 907-910) and Sales Expense (Accts. 911-916) (see Tr. 1, at 21).

## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, is made as of the 1st day of \_\_\_\_\_, 2003, by and between Cambridge Electric Light Company, a corporation organized and existing under the laws of the Commonwealth of Massachusetts d/b/a/ NSTAR Electric ("NSTAR Electric"), having its usual place of business at 800 Boylston Street, Boston, Massachusetts, and New England Telephone and Telegraph Company d/b/a Bell Atlantic - New England ("NET"), a corporation organized and existing under the laws of the State of New York, having its usual place of business at 185 Franklin Street, Boston, Massachusetts (either or both hereinafter referred to as the "Licensor") and the City of Cambridge, a municipal corporation having a usual place of business at 795 Massachusetts Avenue, Cambridge, Massachusetts (hereinafter referred to as the "City".) NSTAR Electric, NET, and/or the City may be individually referred to as a "Party" and two or more of the foregoing may be referred to as "Parties."

## **WITNESSETH**

WHEREAS, the City and NSTAR Electric have entered into a Purchase and Sale Agreement Regarding Municipal Street Lights dated as of \_\_\_\_\_ ("Purchase and Sale Agreement") whereby NSTAR Electric will convey to the City certain streetlight facilities located in the City of Cambridge;

WHEREAS, the City desires to place and maintain said streetlight facilities and such other related equipment and fixtures that the City may hereafter purchase or lease for the provision of street lighting (the "Attachments") on poles of Licensor, which poles are either jointly or solely owned by the Licensor;

WHEREAS, Licensor is willing to permit, to the extent Licensor may lawfully do so, the placement of said Attachments on Licensor's facilities as presently located and in such other locations as are reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others, subject to the terms of this License Agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

## **ARTICLE I DEFINITIONS**

When used in this Agreement with initial capitalization, the following terms shall have the following meanings:

### **1.1     Anchor Rod**

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

## 1.2 Attachments or City's Facilities

Streetlight facilities and equipment that the City has purchased as of the date of this License Agreement from NSTAR Electric, together with such additional facilities for the provision of street lighting that the City may purchase in the future.

## 1.3 New England Telephone and Telegraph Company

New England Telephone and Telegraph Company d/b/a Bell Atlantic - New England ("NET"), a corporation organized and existing under the laws of the State of New York, having its usual place of business at 185 Franklin Street, Boston, Massachusetts. New England Telephone and Telegraph Company d/b/a Bell Atlantic - New England is one of the Licensors, as that term is defined herein.

## 1.4 Cambridge Electric Light Company d/b/a/ NSTAR Electric

Cambridge Electric Light Company d/b/a/ NSTAR Electric, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 800 Boylston Street, Boston, MA. Cambridge Electric Light Company d/b/a/ NSTAR Electric is one of the Licensors, as defined herein.

## 1.5 Field Survey Work or Survey Work

An on-site and/or office survey of the poles on which the City wishes to make an Attachment or relocate, materially alter, or replace an existing Attachment, in order to determine if the pole can safely accommodate the required Attachment, and to provide the basis for estimating the cost of this work.

## 1.6 Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

## 1.7 Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

## 1.8 Licensor

Cambridge Electric Light Company d/b/a/ NSTAR Electric and New England Telephone and Telegraph Company, as those terms are defined herein.

## 1.9 Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of pole or any other changes) to accommodate the City's Facilities on Licensor's pole, where the City proposes to relocate, materially alter, or replace

Attachments owned at the time of execution of this License Agreement, or install Attachments purchased after the date of execution of this License Agreement.

#### 1.10 Other Licensee

Any entity, other than the City herein or a Joint User, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

## ARTICLE 2 SCOPE OF AGREEMENT

- 2.1 Subject to the provisions of this License Agreement, Licensor agrees to issue to the City for the purpose of a City-owned streetlight system, nonexclusive licenses for the term set forth in Article 18 of this License Agreement, authorizing the attachment by the City of the City's Facilities to Licensor's poles. Subject to this Licensing Agreement and the separate Purchase and Sale Agreement signed by the City and NSTAR Electric, the City shall have the right and discretion to maintain and repair its street lighting equipment; to remove or replace said street lighting equipment; and to engage in any and all other acts necessary to the operation of its street lighting system. Such licenses are revocable by the Licensor only for material breach in the terms and conditions of this License Agreement and for the reasons set forth in Article 10 herein.
- 2.2 No use, however extended, of Licensor's poles shall create or vest in the City any ownership or property rights in such poles other than the ownership and other rights granted to the City pursuant to Section 1 of the Purchase and Sale Agreement; provided, however, that nothing in this License Agreement shall be deemed as limiting the rights that the City or the Town of Barnstable may have under G.L. c. 164, §34A, under any successor acts or amendments, or any other provision of law. The City's rights herein shall be and remain a license. Neither this License Agreement nor any license granted hereunder shall constitute an assignment of any of rights Licensors may lawfully possess to use the public or private property at the location of Licensor's poles.
- 2.3 Nothing contained in this License Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any pole or other facilities not needed for Licensor's own service requirements; provided, however, that Licensor shall not remove or relocate any pole without first: a) giving the City thirty (30) days' advance notice of relocation or removal; and b) offering the City the opportunity to purchase any such pole at a fair and reasonable price.
- 2.4 Nothing contained in this License Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) which Licensor has heretofore entered into with others not parties to this Agreement regarding the poles covered by this Agreement, nor shall any provision in this License Agreement be construed as limiting the rights that the City or Town of Barnstable may have with respect to public ways or

municipal easements. The rights of the City and Town of Barnstable shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licensor and any Joint Owner(s) or Joint User(s) of Licensor's poles, except as specified herein.

### **ARTICLE 3 FEES AND CHARGES**

- 3.1 The City agrees to pay to Licensor the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof, subject however to the terms of Section 8 of the Purchase and Sale Agreement, in which the City reserves the right to challenge the right of the Licensor or Joint Owners to impose fees for pole attachments. The City further agrees to pay such other fees as may be agreed to by the parties, regarding any other work that the City may request the Licensor to perform in connection with the City's operation, maintenance or repair of its street lighting system.
- 3.2 Nonpayment of any amount due under this Agreement shall constitute a default of this agreement and shall subject the parties to the rights and obligations set forth in Article 10 of this Agreement with respect to any such default; provided, however, that in the event of nonpayment the Licensor shall give notice of any intent to invoke its rights to terminate, and the City shall have the right to cure any default by making payment within thirty (30) days of such notice.
- 3.3 Licensor may change the amount of fees and charges specified in APPENDIX I by giving the City not less than sixty (60) days' written notice prior to the date the change is to become effective. The Licensor will negotiate in good faith with the City regarding such changes. Notwithstanding any other provision of this Agreement, the City may terminate this License Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to the City, provided the City gives Licensor written notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period. If the City so terminates, it shall remove all of the City's Facilities in the manner set forth in Article 10 of this License Agreement. If the City does not so terminate, Licensor's written notice of change shall constitute the Agreement of the Parties with respect to fees and charges, subject to the outcome of any timely request for judicial or regulatory review, if any, by the City.

### **ARTICLE 4 OTHER PAYMENT**

- 4.1 City shall issue a purchase order to the Licensor in advance for any performance by Licensor of any Field Survey or Make-Ready Work required in an amount specified by Licensor sufficient to cover the direct and related indirect costs

incurred by Licensor to complete the required Field Survey or Make-Ready Work. Payment shall be in accordance with Article 3.

## **ARTICLE 5 SPECIFICATIONS**

- 5.1 The City's Facilities shall be placed and maintained in accordance with the applicable requirements and specifications of the latest editions of the New England Telephone and Telegraph Manual of Construction Procedures (Blue Book), Electric Company Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and the rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply. Notwithstanding the foregoing paragraph, to the extent placement of Facilities purchased by the City shall not conform with such specifications, the City shall not be obligated to relocate or otherwise replace them except as expressly required pursuant to this Agreement or the Purchase and Sale Agreement of even date.
- 5.2 For Attachments that are purchased and installed after the date of execution of the Purchase and Sale Agreement ("Additional Facilities"), if any part of such Additional Facilities are not placed and maintained in accordance with the codes, regulations and laws specified in Section 5.1 above and such failure was not caused by Licensor, after ten (10) days' prior written notice to the City and in addition to any other remedies Licensor may have hereunder, the Licensor may remove such Additional Facilities from any or all of the Licensor's poles or perform such other work and take such other action in connection with said Facilities, only to the extent that Licensor deems reasonably necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations. Such relocation work shall be at the cost and expense of the City provided, however, that when in the sole reasonable judgment of Licensor such a condition constitutes an emergency, Licensor may take such action without prior notice to the City.
- 5.3 As described in APPENDIX III, Form G, the City shall place identification tags on those of the City's Facilities located on Licensor's poles that are added after the effective date of this Agreement. Licensor, in its sole determination, has the right to approve all identification tags that are different than those described in APPENDIX III, Form G. Licensor reserves the right to require the City to place identification tags on the City's equipment located on Licensor's poles that existed at the effective date of this Agreement if circumstances arise that, in Licensor's good faith judgment, pose a safety risk to persons or to Licensor's equipment. If Licensor determines that it is necessary it is necessary to affix identification tags on the City's equipment that can be accessed only by a bucket truck, the City agrees to affix identification tags in the course of performing any maintenance or other work on such equipment. The City shall have a reasonable time to comply with these tagging requirements.

## **ARTICLE 6 LEGAL REQUIREMENTS**

- 6.1 The City shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain the City's Facilities on public and private property at the location of Licensor's poles which the City uses and shall submit to Licensor evidence of such authorization before placing the City's Facilities on such public and/or private property. The Parties acknowledge that the City does not need any further authorization to place or maintain the City's facilities on City or Town land, easements, or rights of way, and that the Licensor shall only require evidence of authorization in those instances in which City Facilities are placed on private land or land held by a public entity other than the City.
- 6.2 The parties hereto shall at all times observe and comply with, and the provisions of this License Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this License Agreement, so long as such laws, ordinances or regulations remain in effect.
- 6.3 No license granted under this License Agreement shall extend to any of Licensor's poles where the placement of the City's Facilities would result in a forfeiture of the rights of Licensor or Joint Users to occupy the property on which such poles are located, except to the extent Licensor's poles are dedicated to the City's exclusive use. If placement of the City's Facilities would result in a forfeiture of the rights of Licensor or Joint Users, or both, to occupy such property, the City agrees to remove its Facilities forthwith, provided that the City's Facilities are added after the effective date of this License Agreement; and the City agrees to pay Licensor or Joint Users, or both, all losses, damages, and costs incurred as a result thereof. Nor will any license granted hereunder extend to any of the Licensor's poles where the placement of equipment granted by such license precludes or interferes with the use of the City's Facilities, including any new City Facilities installed prior to the date of such third-party license.
- 6.4 The execution of this Agreement and the payment of License Fees shall not be used by any party as evidence that the space which the Licensee occupies hereunder is either "usable space" or not usable space.

## **ARTICLE 7 ISSUANCE OF LICENSES**

- 7.1 Before the City shall make any new Attachments or relocate any existing Attachments on any pole, the City shall make application for and have received a license therefore in the form of APPENDIX III, Forms A-1 and A-2. For all of the City's Facilities purchased as part of the Purchase and Sale Agreement, the

Licensors shall issue a license to the City as of the date of execution of this License Agreement.

- 7.2 The City agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2,000 poles on all applications which are pending approval by Licensors at any one time. City Facilities purchased as part of the Purchase and Sale Agreement shall not be counted for purposes of this paragraph 7.2.

## **ARTICLE 8 POLE MAKE-READY WORK**

- 8.1 The Licensors, at its reasonably-exercised discretion, may require a Field Survey for each pole on which the City proposes relocating, materially altering, or replacing the City's Facilities, or on which the City proposes to locate new Attachments after the effective date of this License Agreement, to determine the adequacy of the pole to accommodate the City's Facilities. Notwithstanding the foregoing, replacing Facilities with equipment of comparable style and size shall not require a Field Survey. The Field Survey will be performed jointly by representatives of Licensors, Joint Owner and/or Joint User and the City, at the cost of the City at Licensors' direct and related indirect cost for performing such work.
- 8.2 Licensors reserves the reasonable right to refuse to grant a license for attachment to a pole when Licensors determines that the space on such pole is required for its exclusive use or that the pole may not reasonably be rearranged or replaced to accommodate the City's Facilities.
- 8.3 In the event Licensors determines that a pole on which the City proposes relocating, materially altering, or replacing its Facilities, or installing new City Facilities after the date of this License Agreement, is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the City's Facilities in accordance with the specifications set forth in Article 5, Licensors will indicate on the Authorization for Pole Make-Ready Work (APPENDIX III, Form B2) the cost of the required Make-Ready Work and return it to the City.
- 8.4 Any required Make-Ready Work will be performed following receipt by Licensors of completed Form B2. The City shall pay Licensors for all Make-Ready Work completed in accordance with the provisions of Article 4 and APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate the City's Facilities. The City shall not be entitled to reimbursement of any amounts paid to Licensors for pole replacements or for rearrangement of Facilities on Licensors' poles by reason of the use by the Licensors or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- 8.5 Should Licensors reasonably need to attach additional equipment to any of Licensors' poles to which the City is attached, the City will either rearrange the

City's Facilities on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor may be attached, provided that the rearrangement on the existing pole or transfer to a replacement pole shall not interfere with the City's provision of adequate street and area lighting at the location in question. The rearrangement or transfer of the City's Facilities will be made at the City's sole expense. If the City does not rearrange or transfer its attachments within fifteen (15) days of receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and the City agrees to pay Licensor's direct and related indirect costs thereof.

- 8.6 Licensor, when it reasonably deems an emergency to exist, may rearrange, transfer or remove the City's Facilities to Licensor's poles, and without any liability on the part of the Licensor for damage or injury to the City's Facilities, except to the extent that such emergency is the result of the Licensor's negligence or failure to act in accord with good utility practice
- 8.7 License applications received by Licensor from the City and from any other existing or potential licensees for Attachment accommodations on the same pole, prior to the commencement of any Field Survey or Make-Ready Work required to accommodate any licensee, will be processed by Licensor in accordance with the procedures detailed in APPENDIX II attached hereto.
- 8.8 In performing all Make-Ready Work to accommodate the City's Facilities, Licensor will make its best efforts to complete such work in its normal workload schedule as soon as reasonably possible.

## **ARTICLE 9 CONSTRUCTION AND MAINTENANCE OF ATTACHMENTS**

- 9.1 Subject to the terms of the Purchase and Sale Agreement, the City shall, at its own expense, construct and maintain the City's Facilities on Licensor's poles in a safe condition and in a manner reasonably acceptable to Licensor, so as not to substantially conflict with the use of the Licensor's poles by Licensor or by other authorized users of Licensor's poles, nor electrically or otherwise interfere with Licensor's facilities attached thereon. In the event that the City may hire the Licensor to maintain the City's Facilities, it will be the obligation of the Licensor to maintain the City's Facilities in a safe condition.
- 9.2 In the event that the City relocates, materially alters, or replaces its Facilities or install new City Facilities, Licensor shall specify the point of Attachment on each of Licensor's poles to be occupied by the City's Facilities.
- 9.3 The City shall obtain specific written authorization from Licensor before relocating or materially altering the City's Facilities. Replacement with equipment of the same type, size and kind shall not be considered a material alteration.
- 9.4 All tree trimming made necessary, in the opinion of the Licensor, by reason of the City's desired relocation or material alteration of the City's Facilities, shall be

performed by the City, or by its contractors approved by Licensor, such approval not to be unreasonably withheld, at the sole cost, expense and direction of the City, provided, however, that the City shall obtain any necessary permission from the owners of any trees prior to trimming.

## **ARTICLE 10**

### **TERMINATION OF LICENSE AND LICENSE AGREEMENT**

- 10.1 Any license issued under this License Agreement shall automatically terminate when the City ceases to have authority to construct, operate and/or maintain the City's Facilities on the public or private property at the location of the particular pole covered by the license or if Licensor ceases to have such authority with respect to Licensor's poles.
- 10.2 The City may at any time remove the City's Facilities from a pole after first giving Licensor prior written notice of such removal (APPENDIX III, Form D). Following such removal, no Attachment shall again be made to such pole until the City shall have first complied with all of the provisions of this License Agreement as though no such attachment had previously been made. The removal and replacement of City Facilities shall not be considered a removal subject to the preceding sentence if the location at which such Facilities are attached is left vacant for a period of 60 days or less, or if within said 60 days the City provides notice to the Licensor that it intends to promptly replace, within a specified period of time, any equipment that has been removed.
- 10.3 If the City shall fail to comply with any of the material terms or conditions of this License Agreement so that the City is in substantial breach of its obligations under this License Agreement, or if the City's Facilities are maintained or used in violation of law, and the City shall fail within thirty (30) days after written notice from Licensor to correct such material default or noncompliance, or for a material default which by its nature is not capable of being cured within said thirty (30) days, if the City shall fail to diligently continue to correct such material default, Licensor may at its option terminate this License Agreement. In such circumstances, Licensor may exercise its reasonable discretion to terminate the authorizations covering the poles as to which such material default or noncompliance shall have occurred, or, if the Licensor reasonably deems necessary, all authorizations granted hereunder.
- 10.4 If an insurance carrier shall at any time notify Licensor that the policy or policies of insurance, required under Article 14 hereof, will be canceled or changed so that the requirements of Article 14 will no longer be satisfied, then this License Agreement shall terminate as of the effective date of such cancellation or change, unless prior to the effective date thereof the City shall furnish to Licensor new certificates of insurance including insurance coverage in accordance with the provisions of Article 14 hereof.
- 10.5 In the event of termination of this License Agreement, the City shall within thirty (30) days submit a plan and schedule to Licensor under which the City will remove the City's Facilities from Licensor's poles within six (6) months from date

of termination, at its expense, if required by law to do so, unless the City and Licensor mutually agree to an alternative to removal. The City shall be liable for and shall pay all fees pursuant to the terms of this License Agreement to Licensor until the City's Facilities are removed from Licensor's poles. If the City fails to remove the City's Facilities within such period, and the Licensor is authorized to do so by law, the Licensor may remove such Facilities, and if authorized to do so by law, may charge the City for the reasonable cost of such removal.

- 10.6 Upon termination of the License Agreement as set forth in Article 10, if the City does not remove the City's Facilities from Licensor's poles within the applicable time periods specified in this License Agreement, Licensor shall have the right to remove them at the reasonable expense of the City and without any liability on the part of Licensor to the City therefore except to the extent that Licensor acts negligently; and the City shall be liable for and shall pay all fees pursuant to the terms of this License Agreement to Licensor until such Attachments are removed.

#### **ARTICLE 11 INSPECTIONS OF THE CITY'S ATTACHMENTS**

- 11.1 Licensor reserves the right to make periodic inspections of any part of the City's Facilities attached to Licensor's poles.
- 11.2 Licensor will give the City advance written notice of such inspections, except in those instances where, in the sole reasonable judgment of Licensor, safety or emergencies justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the City.
- 11.3 The making of periodic inspections or the failure to do so shall not operate to relieve the City of any responsibility, obligation or liability assumed under this License Agreement.
- 11.4 No act or failure to act by Licensor with regard to any unlicensed use by the City shall be deemed as a ratification or the licensing of the unlicensed use, and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this License Agreement or otherwise.

## **ARTICLE 12 UNAUTHORIZED ATTACHMENTS**

- 12.1 For any of the City's Facilities attached after the effective date of this License Agreement, if any of the City's Facilities shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this License Agreement (including termination) or otherwise, may impose a reasonable charge and require the City to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized Attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, the City shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove the City's Facilities without liability except to the extent that Licensor acts negligently, and the expense of such removal shall be borne by the City.
- 12.2 For the purpose of determining the applicable charge, absent reasonable evidence to the contrary, provided Licensor was not solely responsible for making such unauthorized Attachment, the unauthorized Attachment shall be deemed as having existed since the date of the agreement first authorizing the attachment of the City's Facilities, and the fees and charges specified in APPENDIX I and any applicable tariff approved by the DTE at the time the unauthorized Attachment is determined shall be applicable thereto and due and payable forthwith whether or not the City is permitted to continue the pole Attachment.

## **ARTICLE 13 LIABILITY AND DAMAGES**

- 13.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its poles and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. To the full extent provided by law, Licensor shall not be liable to the City for any interruption of the City's streetlight service or for interference with the operation of the City's Facilities arising in any manner, except to the extent caused by: a) Licensor's breach of this License Agreement; b) Licensor's negligence; or c) due to Licensor's failure to properly perform maintenance of the City's Facilities, when the Licensor is hired to perform such maintenance.
- 13.2 The City shall exercise reasonable precaution to avoid damaging the facilities of Licensor and of others attached to Licensor's poles. The City shall be liable for any damages it causes to the facilities of Licensor and assumes all responsibility for any and all loss from such damage caused by the City's employees, agents or contractors, other than the Licensor. The City shall make an immediate report to Licensor and any other Joint User of the occurrence of any such damage and agrees to reimburse the respective parties for all reasonable costs incurred in making repairs.
- 13.3 Except as may be caused by the negligence of Licensor, or either of them, or by breach of the Licensor's obligations under this License Agreement, or by breach

of any agreement with Licensor to maintain or repair the City's Facilities or any relevant portion thereof, the City shall to the full extent allowed by law, defend, indemnify and save harmless Licensor, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses arising from or in connection with any of the City's obligations under this License Agreement (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licensor, or either of them by reason of: a) any work or thing done upon the poles licensed hereunder or any part thereof performed by the City or any of its agents, contractors, servants, or employees, other than Licensor; b) any use, occupation, condition, operation of said poles or any part thereof by the City or any of its agents, contractors, servants, or employees, other than Licensor, to the extent that any harm, injury, or damages are proximately caused by the City or its agents, contractors, servants or employees; c) any act or omission on the part of the City or any of its agents, contractors, servants, or employees, except Licensor itself, for which Licensor may be found liable; d) any accident, injury (including but not limited to death) or damage to any person or property occurring upon said poles or any part thereof, arising out of any use of the pole by the City or any of its agents, contractors, servants, or employees; e) any failure on the part of the City to perform or comply with any of the covenants, agreements, terms or conditions contained in this License Agreement; f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the poles by the City or any of its agents, contractors, servants, employees; or by g) the erection, maintenance, presence, use, occupancy or removal of the City's Facilities by the City or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's poles.

- 13.4 The Licensor shall to the full extent allowed by law indemnify, save harmless and defend the City from any and all claims and demands of whatever kind which are caused by Licensor's negligent maintenance of the City's Facilities, or by any breach of obligations under this License Agreement.
- 13.5 The City shall require all contractors performing work for or on the City's Facilities to agree to the liability, indemnification, and damages provisions in this Article 13.0 for the benefit of Licensor.
- 13.6 Both the City and the Licensor hereby waive any rights to recover from the other for punitive, exemplary or consequential damages arising out of a breach of obligations under this License Agreement.
- 13.7 The provisions of this Article shall survive the expiration or earlier termination of this License Agreement or any license issued thereunder.

## **ARTICLE 14 INSURANCE**

- 14.1 The City shall carry insurance issued by an insurance carrier reasonably satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article 13 preceding.
- 14.2 The amounts of such insurance, without deductibles:
- 14.2.1 against liability due to damage to property shall not be less than \$1,000,000 as to any one occurrence and \$1,000,000 aggregate; and
- 14.2.2 against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- 14.3 The City shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.
- 14.4 All insurance must be effective before Licensor will authorize the City to place the City's Facilities on any pole and shall remain in force until the City's Facilities have been removed from all such poles.
- 14.5 The City shall submit to Licensor certificates of insurance including renewal thereof shown as Form E of APPENDIX III hereto annexed, or such other form reasonably acceptable to Licensor, by each company insuring the City to the effect that it has insured the City for all liabilities of the City covered by this License Agreement; and that such certificates will name the Licensor as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to the City except after the giving of not less than 30 days' written notice to Licensor. The City shall also notify and send copies to Licensor of any policies maintained under this Article 14.0 written on a "claims-made" basis.
- 14.6 The City shall require all of its contractors hereunder to carry the same insurance type and amount as is required of the City under this License Agreement.

## **ARTICLE 15 AUTHORIZATION NOT EXCLUSIVE**

- 15.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to the City. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this License Agreement, by contract or otherwise, to use any pole covered by this License

Agreement; provided, however, that such grant or renewal shall not unreasonably interfere with the rights granted to the City hereunder.

## **ARTICLE 16 ASSIGNMENT OF RIGHTS**

- 16.1 The City shall not assign or transfer this License Agreement or any authorization granted hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld.
- 16.2 In the event such consent or consents are granted by Licensor, then this License Agreement shall extend to and bind the successors and assigns of the parties hereto.
- 16.3 Pole space licensed to the City hereunder is for the City's use only, and the City shall not lease, sublicense, share with, convey or resell such space or rights to others without the prior written consent of Licensor. Such consent shall not be unreasonably withheld by the Licensor, unless otherwise required by law, and may be contingent upon Licensor entering into a separate, mutually agreed upon license agreement with such third party. Notwithstanding the foregoing, the City does not waive the right to contend that it or the Town of Barnstable have independent rights to lease or otherwise use or assign such pole space (and to exercise such lawful rights, if any), with or without the Licensor's consent, and the Licensor does not waive its position that the City and/or the Town of Barnstable does not have such independent rights.
- 16.4 No contract between the City and any other party regarding maintenance or repair of the City's street lights and related equipment shall be considered an assignment or transfer under Article 16.1.

## **ARTICLE 17 FAILURE TO ENFORCE; WAIVER**

- 17.1 Failure of Licensor or the City to enforce or insist upon compliance with any of the terms or conditions of this License Agreement or to give notice or declare this License Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any other term or condition of this License Agreement, but the same shall be and remain at all times in full force and effect.
- 17.2 Nothing in this License Agreement shall be construed as a waiver of any of the City's rights to regulate, issue permits or licenses, appeal to the DTE or other regulatory body or court, or take any other action as may be required, allowed or authorized by law.

**ARTICLE 18**  
**TERM OF AGREEMENT**

- 18.1 Unless terminated in accordance with the provisions of this License Agreement, or the terms of the Purchase and Sale Agreement, this License Agreement shall remain in effect for five (5) years from the date hereof. This License Agreement shall renew automatically, unless either of the following occurs. The City may notify the Licensor no later than 30 days prior to the start of the renewal period that it will not renew this License Agreement, or the Licensor may notify the City that it has good cause to refuse to renew. The Licensor must renew unless, acting in good faith, it has good cause to fail to renew and Licensor provides the City with a written explanation of reasons for not renewing.
- 18.2 Termination of this License Agreement or any licenses issued hereunder shall not affect the City's or Licensor's liabilities and obligations incurred hereunder prior to the effective date of such termination.

**ARTICLE 19**  
**DISPUTE RESOLUTION**

- 19.1 In the event of a dispute between the City and Licensor with respect to the scope or cost of any Field Survey, Make-Ready Work, or inspection, or to any other cost due under this License Agreement, the matters in dispute shall be referred to non-binding mediation at the request of Licensor and the City. Such requests may be made anytime after 90 days from the date Licensor submits the disputed Field Survey or Make-Ready Work information to the City, or within 90 days of the City's receipt of any disputed bill or request for payment from the Licensor. All other disputes may be submitted to any court or regulatory authority of competent jurisdiction.
- 19.2 Licensor and the City shall attempt in good faith to agree upon the mediator. Each Party shall bear its costs and expenses, except that the fees and expenses of the mediator shall be divided evenly between the Parties.
- 19.3 Referral of any matter to mediation shall be without prejudice to the Parties to avail themselves of all other remedies available under law or pursuant to the terms of this License Agreement.
- 19.4 Performance by the parties under the terms of this License Agreement shall not be interrupted or delayed during any mediation except on the written agreement of the parties, but Licensor shall not invoke any termination rights it may have under Article 3.2 or unreasonably invoke any termination rights it may have under Article 10.3 during such time as any bona fide dispute is pending in mediation pursuant to Article 19.1 and Article 19.2.

## **ARTICLE 20 NOTICES**

All written notices required under this License Agreement shall be given by posting the same in first class mail as follows:

- To the City: City of Cambridge  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139  
Attn: City Manager
- To Licensor: New England Telephone and Telegraph Company  
d/b/a Bell Atlantic - New England  
License Administration  
125 High Street, Room 1406  
Boston, Massachusetts 02110
- To Licensor: NSTAR Electric  
One NSTAR Way  
Customer Care, SUM SW 340  
Westwood, MA 02090  
Attn: Municipal Account Executive

## **ARTICLE 21 MISCELLANEOUS**

- 21.1 The Parties have freely entered into this License Agreement and agree to each of its terms without reservation. This License Agreement, the Purchase and Sale Agreement, and any applicable terms of the S-2 tariff, or successor rate then in effect, together constitute the entire agreement between the Licensor and the City, and all previous representations either oral or written are hereby annulled and superseded. This License Agreement shall inure to and be binding upon the parties and their respective successors and assigns, may not be amended except by a writing signed by the Parties, and shall be governed by the laws of the Commonwealth of Massachusetts.
- 21.2 The provisions of this License Agreement are severable and should any provision of this License Agreement be determined by a court or regulatory body of competent jurisdiction to be invalid, the remainder of this License Agreement shall continue in full force and effect.
- 21.3 In the event of any conflict between the terms of this License Agreement and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall prevail.

- 21.4 The Parties acknowledge that recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language

In WITNESS WHEREOF, the parties hereto have executed this License Agreement in triplicate on the day and year first above written.

New England Telephone and Telegraph Company  
d/b/a Bell Atlantic - New England

By \_\_\_\_\_  
(Title)

Date of Execution: \_\_\_\_\_

CAMBRIDGE ELECTRIC LIGHT COMPANY

By \_\_\_\_\_  
Joseph R. Nolan, Jr.  
Senior Vice President

Date of Execution: \_\_\_\_\_

CITY OF CAMBRIDGE

By \_\_\_\_\_  
(Title)

Date of Execution: \_\_\_\_\_

## APPENDIX I

### SCHEDULE OF FEES AND CHARGES

#### (A) Attachment

##### 1. General – Electric Company

- a. Attachment fees commence on the first day on the month following the date the license is issued.
- b. Fees shall be payable annually in advance on the first day of January.
- c. For the purpose of computing the attachment fee due hereunder, the fee shall be based upon the number of poles for which licenses have been issued on the first day of each year. The first advance payment of the annual fee for licenses issued under this Agreement shall include a proration from the first day of the month following the date the license was issued to the annual payment date.

##### 2. Annual Attachment Fee

For each pole solely owned by the Licensor and on which space has been reserved or occupied by the Licensee pursuant to this Agreement payment shall be as follows:

\$ 0 per attachment per solely owned Electric Company pole  
\$     per attachment per solely owned Telephone Company pole  
\$     per attachment per pole on jointly owned or used Telephone Company and Electric Company poles; \$ 0 of which is to be paid to the Electric Company and \$        to be paid to the Telephone Company.

#### (B) Other Charges

##### Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative plus, unless waived by Licensor or either of them, an amount to ten (10%) percent of Licensor's full cost.

#### (C) Cost of Pole Replacements, Rearrangements and Changes

1. Whenever any pole is, or becomes, after initial Licensee's attachments, in the opinion of the Licensor, insufficient in height or strength for the Licensee's proposed attachments thereon in addition to the existing

attachments of Licensor, the Licensor shall replace such pole with a new pole of the necessary height and class and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require. The Licensee shall pay the Licensor for the expense thereof, including, but not limited, to the following:

- a. The net loss to the Licensor on the replaced pole based on its reproduction cost less depreciation plus cost of removal.
  - b. Excess height or strength of the new pole over the existing pole necessary by reason of the Licensee's attachments.
  - c. Transferring Licensor's attachments from the old to the new pole.
  - d. Any other rearrangements and changes necessary by reason of the Licensee's proposed or existing attachments.
2. In the event that the Licensors or either of them shall permit the Licensee to place its attachments in space reserved by either of them, and the Licensors or either of them deem it necessary to use such space, or the pole is to be replaced at any time because of obsolescence, public requirement or other reason, then the Licensors shall replace the pole with a suitable pole to provide the basic space reservation where necessary, and the Licensee shall be billed, as provided for in Section (C) 1, a-d, inclusive, above.

(D) Payment Date

Failure to pay all fees and charges within 30 days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute default of this Agreement.

For bills rendered by Licensor, New England Telephone and Telegraph Company d/b/a Bell Atlantic-New England, the following shall be applicable:

"Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this License. The payment of any interest shall not cure or excuse any default by Licensee under this License."

## APPENDIX II PROCEDURE FOR PROCESSING MULTIPLE POLE ATTACHMENT LICENSE

### APPLICATIONS

The following procedure shall be adhered to in processing applications to attach to Licensor's poles by multiple licensees.

#### A. DEFINITIONS

##### Simultaneous License Applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on different business days.

##### Non-Simultaneous License Applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on different business days.

##### Initial Applicant

The applicant filing the first properly completed license application (non-simultaneous) for Attachment to a specific pole.

##### Additional Applicant

Each applicant filing a properly completed license application (non-simultaneous) for Attachment to a specific pole for which a prior license application has been received by the Licensor.

##### Make-Ready Work

The work required (including rearrangement and transfer of existing facilities on a pole, replacement of poles or any other changes) to accommodate the Town's Facilities on Licensor's pole.

##### Option 1

An arrangement whereby Licensor will process the license application of initial applicant as if there is no other license application on file for the same pole.

##### Option 2

An arrangement whereby Licensor will process license applications of initial and additional applicant in accordance with the procedure applicable for simultaneous multiple license applications.

#### B. MULTIPLE LICENSE APPLICATION PROCESSING

Both simultaneous and non-simultaneous multiple license applications for the same pole will be processed by the Licensor in accordance with the procedures set forth in the flow chart which comprises pages 5 to 7 inclusive, of this Appendix.

#### C. OPTION ARRANGEMENTS

1. Upon being offered Options 1 and 2, the initial applicant will be advised that he may make an immediate selection of the option he desires or he may delay his selection until the required make-ready survey work has been completed and the estimate of make-ready charges quoted by the Licensor. Where the initial applicant elects to delay his decision, he shall be required to indicate the option he desires within 15 days after the Licensor has quoted the estimate of the

make-ready charges that will apply, otherwise, the Licensor will deem the initial applicant to have selected Option 1.

2. The license application processing procedure to be adhered to in accordance with Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have 15 days from the date he is advised by the Licensor that the initial applicant has selected Option 2 to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicant(s) to have rejected such conditions.
3. All work in progress on the initial applicant's license application involving multiple pole Facilities will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until he notifies the Licensor of the option he elects in accordance with C.1. above.

D. MAKE-READY SURVEY REQUIREMENT

1. Where required make-ready survey is to be completed on two bases, the multiple applicants shall be so advised before such survey is commenced.
2. The make-ready survey required to develop the estimated charges applicable for Options 1 & 2 will include a determination of the work requirements necessary to:
  - a. issue licenses simultaneously to the multiple applicants and,
  - b. issue licenses to the initial applicant before commencing the required Make-Ready Work necessary to accommodate the additional applicant(s).
3. Licensor will consider any license application involving simultaneous multiple Facilities as canceled upon the failure of an applicant to notify the Licensor in writing of his acceptance of the estimate of make-ready charges and accompany such acceptance with an approved purchase order authorizing work within 15 days following his receipt of such estimate from the Licensor.
4. Licensor or his authorized representative will perform the make-ready survey in all situations involving simultaneous license applications.
5. Where an initial applicant has been authorized by Licensor to perform its own make-ready survey, and properly completed pole applications are received from an additional applicant(s), establishing a non-simultaneous license application situation, the conditions of Option 1 will automatically apply and the option arrangements, detailed in Section C of this Appendix, will not be applicable.

E. MAKE-READY WORK SCHEDULE

Any simultaneous multiple applicant who cannot agree with the alternative arrangement that provides for the Licensor to complete Make-Ready Work before simultaneously granting licenses to all multiple applicants will be deemed by the Licensor to have canceled his application.

### APPENDIX III

#### ADMINISTRATIVE FORMS AND NOTICES

##### Index of Administrative Forms

Application and Pole Attachment License	A-1
Pole Details	A-2
Authorization for Field Survey Work	B-1
Authorization for Pole Make-Ready Work	B-2
Itemized Estimate of Pole Make-Ready Work and Charges	C
Notification of Surrender or Modification of Pole	D
Attachment License by the Licensee	
Certificate of Insurance	E
Identification Tags	G

**EXPLANATION OF THE USE OF APPENDIX III  
ADMINISTRATIVE FORMS**

1. At the time any Licensee anticipates a request for a new license, it should (pursuant to Article VI I) submit to each Licensor Form A-1 (Application and Pole Attachment License) and Form A-2 (Pole Details) -(pursuant to Article VIII) Form B-1 (Authorization for Field Survey Work), Form B-2 (Authorization for Pole Make-Ready Work) and Form C (itemized Estimate of Pole Make -Ready Work and Charges, which will be completed by New England Telephone.
2. Each Licensor shall fill out Part I of Form B-1 (Authorization for Field Survey Work). If Licensee agrees to the Field Survey estimate, it will fill out, execute and return the form to the Licensor with an approved purchase order authorizing the work.
3. Each Licensor shall fill out Form B-2 (Authorization for Pole Make-Ready Work) when appropriate. If Licensee agrees to the make ready changes, it will execute and return to the Licensor with an approved purchase order authorizing the work. (See Article VI II par. D.)
4. Form C is used by New England Telephone to more fully explain the estimated charges. When requested by the Licensee, this breakdown of charges may be sent by New England Telephone.
5. After the completion of the Make-Ready Work, the Licensor shall complete Form A-1 with a license number, date and signature. The Town's receipt of this executed A-1 is its authorization to make the Facilities described in the application.
6. Any time a Licensee discontinues the use of a pole or poles upon which it has a license, it shall submit Form D (Notification of Discontinuance of the Use of Poles) to each Licensor.
7. Form E (Certificate of Insurance) will be submitted by Licensee prior to the execution of the License Agreement.

**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee \_\_\_\_\_  
Street Address \_\_\_\_\_  
City and State \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 20\_\_\_\_,  
and the Street Lighting Agreement dated \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a license to  
Make \_\_\_\_\_ attachments to JO poles, \_\_\_\_\_ attachments to FO poles, \_\_\_\_\_  
attachments to JO poles and \_\_\_\_\_ Power Supply attachments located in  
the municipality of \_\_\_\_\_, as indicated on Form A-2. This request will be designated Pole  
Attachment License Application Number \_\_\_\_\_.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Power Company \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

\*\*\*\*\*For license use, do not write below this line\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make the attachments described in  
this application to \_\_\_\_\_ attachments to JO poles, \_\_\_\_\_ attachments to FO poles, attachments to  
JU poles and \_\_\_\_\_ Power Supply attachments located in the municipality of \_\_\_\_\_,  
as indicated on the attached Form A-2. This request will be designated Pole Attachment License Application  
Number \_\_\_\_\_.

Licensors Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

(AGREEMENT ID #) \_\_\_\_\_

**It is the Licensee's responsibility to submit an original copy of this application to New England Telephone  
and Telegraph Company d/b/a/ NYNEX and the appropriate Power Company.**

Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement.  
Licensor will process applications in sequential ascending order according to the application numbers assigned by  
the Licensee.

**POLE DETAILS**

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
License Application Number

\_\_\_\_\_  
Power Company involved

\_\_\_\_\_  
Municipality where poles are located (Note: Provide separate applications for each municipality)

<u>Pole No.</u>	<u>Location</u> <sup>1</sup>	<u>Attach.</u> <sup>2</sup>	<u>Dist. No. Date</u>	<u>Tax Lic. Lic.</u> <sup>3</sup>
-----------------	------------------------------	-----------------------------	-----------------------	-----------------------------------

LICENSOR WILL PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX III FORM C).

\_\_\_\_\_  
Licensee's Signature

\_\_\_\_\_  
Title

Note: Attach additional sheets if necessary.

<sup>1</sup> Indicate location by providing name of street, highway, route, etc. e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South Street).

<sup>2</sup> A complete description of all facilities shall be given including quantities, sizes and types of all cables and equipment.

<sup>3</sup> Completed by Licensor.

**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee \_\_\_\_\_

In accordance with Article 4, Paragraph 1.1 of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number \_\_\_\_\_.

	Hours	Rate/Hour	Total
Field Survey	_____	_____	\$ _____
Plus 10% Administrative Compensation	_____	_____	\$ _____
TOTAL	_____	_____	\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_. **Please note, this quote is only valid for 30 days.**

Licensor's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

No. \_\_\_\_\_

Date \_\_\_\_\_

The required field survey covering License Application No. \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement. My anticipated date of attachment is \_\_\_\_\_.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

**AUTHORIZATION FOR POLE MAKE READY WORK**

\_\_\_\_\_  
Licensee

Field survey work associated with your License Application No. \_\_\_\_\_ dated, \_\_\_\_\_, 20\_\_\_\_, for attachment to poles has been completed.

Following is a summary of the make ready charges which will apply.

<u>Make Ready Work</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Labor	_____	_____	\$ _____
Material			\$ _____
Sub Total			\$ _____
Plus 10% Administrative Compensation			\$ _____
Total			\$ _____

Attached is an itemized estimate (Form C) of required Make Ready work and associated charges. If you wish us to complete the required Make Ready work, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_.

Licensors Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

The replacements and rearrangements included in License Application No. \_\_\_\_\_ are authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

Sheet \_\_\_\_\_ of \_\_\_\_\_

**Licensee**

### Poles Located in Municipality, State

Date Prepared

**License Application Number**

Exchange or Wire Center

**Keep Cost Order Number**

[illegible]

(see next page)

EXPLANATION OF COLUMNS for Form C

To be filled in by Licensee:

Designate pole number assigned by each utility company

T - Telephone

E - Electric

(2) Name of Street, Road, Highway, Route, etc.

To be filled in by Licensor:

(3) Work Operation Description, e.g.

Lwr 2 Ca 1'

Rse Rack 2'

Lwr Top Ca 1'

Pic A & G

Lwr Ca & Term 18"

Lwr Fire Alm 1'

RpI Pole

Rse Tmsf 1'

(4) Indicate Company to perform work operation, e.g.,

T - Telephone

P - Police

E - Electric

M - Municipality

C - CATV

O - Other Licensee

F - Fire

T/C - Option - Either Telephone or CATV

(5) List Non-exempt Material Only

(6) Indicate labor hours and costs required to perform work operations listed in (3).

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Licensee \_\_\_\_\_  
Street Address \_\_\_\_\_  
City and State \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms of License Agreement dated \_\_\_\_\_, 20\_\_\_\_, notice is hereby given that attachments to the following poles in the municipality of \_\_\_\_\_ covered by permit number \_\_\_\_\_ were removed on \_\_\_\_\_, 20\_\_\_\_.

Pole Number	Location	<u>Attachment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of attachments to JO poles to be discontinued \_\_\_\_\_  
Total number of attachments to FO poles to be discontinued \_\_\_\_\_  
Total number of attachments to JU poles to be discontinued \_\_\_\_\_  
Total number of Power Supplies to be discontinued \_\_\_\_\_

Said permit is to be canceled in its entirety/partially as above.  
(circle one)

Licensor \_\_\_\_\_ Print Name \_\_\_\_\_  
Signature \_\_\_\_\_ Tel. No. \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

Use of poles has been discontinued as above.

Licensor's Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Tel. No. \_\_\_\_\_

It is the Licensee's responsibility to submit an original copy of this form to New England Telephone and Telegraph Company d/b/a NYNEX, and the appropriate Power Company.



### APPENDIX III

#### ADMINISTRATIVE FORMS AND NOTICES

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Attachment License by the Licensee	
Certificate of Insurance	E
Identification Tags	G

**EXPLANATION OF THE USE OF APPENDIX III  
ADMINISTRATIVE FORMS**

At the time any Licensee anticipates a request for a new license, it should (pursuant to Article VI I) submit to each Licensor Form A-1 (Application and Pole Attachment License) and Form A-2 (Pole Details) -(pursuant to Article VIII) Form B-1 (Authorization for Field Survey Work), Form B-2 (Authorization for Pole Make-Ready Work) and Form C (itemized Estimate of Pole Make -Ready Work and Charges, which will be completed by New England Telephone.

2. Each Licensor shall fill out Part I of Form B-1 (Authorization for Field Survey Work). If Licensee agrees to the Field Survey estimate, it will fill out, execute and return the form to the Licensor with an approved purchase order authorizing the work.
3. Each Licensor shall fill out Form B-2 (Authorization for Pole Make-Ready Work) when appropriate. If Licensee agrees to the make ready changes, it will execute and return to the Licensor with an approved purchase order authorizing the work. (See Article VI II par. D.)
4. Form C is used by New England Telephone to more fully explain the estimated charges. When requested by the Licensee, this breakdown of charges may be sent by New England Telephone.
5. After the completion of the Make-Ready Work, the Licensor shall complete Form A-1 with a license number, date and signature. The Town's receipt of this executed A-1 is its authorization to make the Facilities described in the application.
6. Any time a Licensee discontinues the use of a pole or poles upon which it has a license, it shall submit Form D (Notification of Discontinuance of the Use of Poles) to each Licensor.
7. Form E (Certificate of Insurance) will be submitted by Licensee prior to the execution of the License Agreement.

**APPLICATION AND POLE ATTACHMENT LICENSE**

Licensee \_\_\_\_\_  
Street Address \_\_\_\_\_  
City and State \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement between us, dated \_\_\_\_\_, 20\_\_\_\_,  
and the Street Lighting Agreement dated \_\_\_\_\_, 20\_\_\_\_, application is hereby made for a license to  
Make \_\_\_\_\_ attachments to JO poles, \_\_\_\_\_ attachments to FO poles, \_\_\_\_\_  
attachments to JO poles and \_\_\_\_\_ Power Supply attachments located in  
the municipality of \_\_\_\_\_, as indicated on Form A-2. This request will be designated Pole  
Attachment License Application Number \_\_\_\_\_.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Power Company \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

\*\*\*\*\*For license use, do not write below this line\*\*\*\*\*

Pole Attachment License Application Number \_\_\_\_\_ is hereby granted to make the attachments described in  
this application to \_\_\_\_\_ attachments to JO poles, \_\_\_\_\_ attachments to FO poles, attachments to  
JU poles and \_\_\_\_\_ Power Supply attachments located in the municipality of \_\_\_\_\_,  
as indicated on the attached Form A-2. This request will be designated Pole Attachment License Application  
Number \_\_\_\_\_.

Licensors Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

(AGREEMENT ID #) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

**It is the Licensee's responsibility to submit an original copy of this application to New England Telephone  
and Telegraph Company d/b/a/ NYNEX and the appropriate Power Company.**

Individual applications to be numbered in sequential ascending order by Licensee for each License Agreement.  
Licensor will process applications in sequential ascending order according to the application numbers assigned by  
the Licensee.

**POLE DETAILS**

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
License Application Number

\_\_\_\_\_  
Power Company involved

\_\_\_\_\_  
Municipality where poles are located (Note: Provide separate applications for each municipality)

<u>Pole No.</u>	<u>Location<sup>1</sup></u>	<u>Attach.<sup>2</sup></u>	<u>Dist. No. Date</u>	<u>Tax Lic. Lic.<sup>3</sup></u>
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LICENSOR WILL PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX III FORM C).

\_\_\_\_\_  
Licensee's Signature

\_\_\_\_\_  
Title

Note: Attach additional sheets if necessary.

<sup>1</sup> Indicate location by providing name of street, highway, route, etc. e.g., South Street, north of (N/O) Jones Road. Private Property Poles should be identified as such e.g., P.P. (Lead off pole 1234 South Street).

<sup>2</sup> A complete description of all facilities shall be given including quantities, sizes and types of all cables and equipment.

<sup>3</sup> Completed by Licensor.

**AUTHORIZATION FOR FIELD SURVEY WORK**

Licensee \_\_\_\_\_

In accordance with Article 4, Paragraph 1.1 of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number \_\_\_\_\_.

	Hours	Rate/Hour	Total
Field Survey	_____	_____	\$ _____
Plus 10% Administrative Compensation	_____	_____	\$ _____
TOTAL	_____	_____	\$ _____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_. **Please note, this quote is only valid for 30 days.**

Licensor's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

No. \_\_\_\_\_

Date \_\_\_\_\_

The required field survey covering License Application No. \_\_\_\_\_ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement. My anticipated date of attachment is \_\_\_\_\_.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

**AUTHORIZATION FOR POLE MAKE READY WORK**

\_\_\_\_\_  
Licensee

Field survey work associated with your License Application No. \_\_\_\_\_ dated, \_\_\_\_\_, 20\_\_\_\_, for attachment to poles has been completed.

Following is a summary of the make ready charges which will apply.

<u>Make Ready Work</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Labor	_____	_____	\$ _____
Material			\$ _____
Sub Total			\$ _____
Plus 10% Administrative Compensation			\$ _____
Total			\$ _____

Attached is an itemized estimate (Form C) of required Make Ready work and associated charges. If you wish us to complete the required Make Ready work, please sign this copy below and return with an advance payment in the amount of \$ \_\_\_\_\_.

Licensors Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

The replacements and rearrangements included in License Application No. \_\_\_\_\_ are authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

Licensee's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Tel. No. \_\_\_\_\_

Date \_\_\_\_\_

### ITEMIZED SUMMARY OF POLE MAKE READY WORK AND CHARGES

Sheet \_\_\_\_\_ of \_\_\_\_\_

Date Prepared

**Keep Cost Order Number**

Licensee

### Poles Located in Municipality, State

**License Application Number**

Exchange or Wire Center

[illegible]

(see next page)

EXPLANATION OF COLUMNS for Form C

To be filled in by Licensee:

Designate pole number assigned by each utility company

T - Telephone

E - Electric

(2) Name of Street, Road, Highway, Route, etc.

To be filled in by Licensor:

(3) Work Operation Description, e.g.

Lwr 2 Ca 1'

Rse Rack 2'

Lwr Top Ca 1'

Pic A & G

Lwr Ca & Term 18" Lwr Fire Alm 1'

Rpl Pole

Rse Trnsf 1'

(4) Indicate Company to perform work operation, e.g.,

T - Telephone

P - Police

E - Electric

M - Municipality

C - CATV

O - Other Licensee

F - Fire

T/C - Option - Either Telephone or CATV

(5) List Non-exempt Material Only

(6) Indicate labor hours and costs required to perform work operations listed in (3).

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Licensee \_\_\_\_\_  
Street Address \_\_\_\_\_  
City and State \_\_\_\_\_  
Date \_\_\_\_\_

In accordance with the terms of License Agreement dated \_\_\_\_\_, 20\_\_\_\_, notice is hereby given that attachments to the following poles in the municipality of \_\_\_\_\_ covered by permit number \_\_\_\_\_ were removed on \_\_\_\_\_, 20\_\_\_\_.

Pole Number	Location	<u>Attachment</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of attachments to JO poles to be discontinued \_\_\_\_\_  
Total number of attachments to FO poles to be discontinued \_\_\_\_\_  
Total number of attachments to JU poles to be discontinued \_\_\_\_\_  
Total number of Power Supplies to be discontinued \_\_\_\_\_

Said permit is to be canceled in its entirety/partially as above.  
(circle one)

Licensor _____	Print Name _____
ature _____	Tel. No. _____
Title _____	Date _____

Use of poles has been discontinued as above.

Licensor's Name (Print) _____	Signature _____
Title _____	Date _____
Tel. No. _____	

It is the Licensee's responsibility to submit an original copy of this form to New England Telephone and Telegraph Company d/b/a NYNEX, and the appropriate Power Company.

# APPENDIX A: NON-DISCRIMINATION COMPLIANCE AGREEMENT

To the extent that this contract is subject to them, contractor shall comply with the applicable provisions of the following: Exec. Order No. 11246, Exec. Order No. 11625, Exec. Order No. 12138, Exec. Order No. 11701, Exec. Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the contractors employees, determine which Executive Order provisions are applicable. For contracts valued at less than \$2,500, none of the clauses shall be considered a part of this contract. However, for contracts of or which aggregate to 2,500 or more annually, the following table describes the clauses which are included in the contract.

1. Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.
2. Certification of non-segregated facilities.
3. Certification that an Affirmative Action program has been developed and is being followed.
4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being filed.
5. Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders.
6. Inclusion of the "Minority and Women's Business Contracting Program" clause in all contracts and orders.
7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders.
8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders.

\$2,500 to \$5,000	\$5,000 to \$10,000	\$10,000 to \$50,000
8	8	1, 2, 5, 6, 7, 8
\$50,000 to \$500,000		\$500,000 or more
1, 2, 3*, 4*, 5, 6, 7, 8		1, 2, 3*, 4*, 5, 6, 7, 8

\* Applies only for businesses with 50 or more employees.

## 1. Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

## 2. Certification of Non-segregated Facilities

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

## 3. Certification of Affirmative Action Program

The contractor affirms that it has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the codes of Federal Regulation.

## 4. Certification of Filing Employers Information Reports

The contractor agrees to file annually on or before the 31 st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

## 5. Utilization of Minority and Women's Business Enterprises

- (a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of the contract.

(b) contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned, controlled and operated by minority group members or women, or in the case of publicly owned businesses, at least 51 percent of the stock which is owned by minorities or women. For the purposes of this definition, minority group members are American: Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representations by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

#### 6. Minority and Women's Business Enterprises Subcontracting Program

(a) The contractor agrees to establish and conduct a program which will enable minority and women's business enterprises (as defined in paragraph 6) to be considered fairly as subcontractors and suppliers under the contract. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will administer the contractor's minority and women's business enterprises programs.
- (2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make or buy" decisions.
- (3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises.
- (4) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises, (11) awards to minority and women's business enterprises on the source list, and (11) specific efforts to identify and award contracts to minority and women's business enterprises.
- (5) Include the Utilization Of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and women's business enterprises subcontracting opportunities.
- (6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Contractor's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
- (7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.
- (b) The contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 (or in the case of WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this License Agreement, including this paragraph (b).

#### 7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

#### 8. Employment of the Handicapped

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

## IDENTIFICATION TAGS

### GENERAL

This Appendix provides a method for Licensee to follow in attaching identification tags to cables and other apparatus so that ownership of such cable and apparatus can be readily determined.

### DESCRIPTION OF TAGS

CAUTION  
NON-NET CABLE  
NON -ELEC CABLE  
CUSTOMER OWNED

+ CAUTION +  
NON-NET APPARATUS  
NON-ELEC APPARATUS  
+ CUSTOMER OWNED +

Figure I  
Identification Cable Tags

Figure II.  
Identification Apparatus Tags

The Identification Cable Tags, shown in Figure I, are made of polyethylene and polyvinyl chloride and have ultraviolet inhibitors. The tags will be yellow with black lettering. The respective sizes are 1 3/4" x 4" and 1 1/4" x 3".

The cable tag will be used on cables, and will read as follows:

"CAUTION: NON-NET CABLE. NON -ELEC CABLE. CUSTOMER OWNED". There will be a section at the bottom of the tag to place the owner's name, using indelible ink.

The apparatus tags will be placed on Licensee's Plant, other than cables, including, but not limited to, guys, terminals, and terminal closures. The Identification Apparatus tag will read as follows:

"CAUTION:NON-NET APPARATUS. NON-ELEC APPARATUS. CUSTOMER OWNED  
This tag will also have a place at the bottom on the tag to write the owner's name using indelible ink

### PROCUREMENT OF TAGS

It is the responsibility of the Licensee to obtain, place and maintain Identification tags.

### INSTALLATION OF CABLE TAGS -AERIAL APPLICATION

The cable tag shall be placed on the bottom of the cable at the pole either under the suspension clamp or just between the suspension clamp and cable spacer. Such placement will make it visible from the ground that the cable is not owned by the Electric or Telephone Company.

An E-Z twist cable tie shall be used to attach the cable tag. At anchor and guy locations, the apparatus tag shall be placed between the device used to secure the strand (i. e., strand vise, guy, grips or clamps) and the eye of the rod. If a guy shield is in place, the apparatus tag can be attached at the top of the guy shield on the strand.

At terminal locations, the Identification tag shall be placed around the neck of the terminal, on the stub, an E-Z twist tie shall be used to attach this tag.

An Identification tag shall be placed on each cable at each pole that is on a separate suspension strand (a cable used to support communications facilities; also known as a messenger cable) , if the lead is ten poles or less. If the lead is more than ten poles, it is permissible to place a tag on every fourth pole.

Record Request: **City-4**

Dated: September 16, 2003

Respondent: Henry LaMontagne

Page 1 of 1

Record Request City-4 (Tr. 1, at 42):

Please provide a copy of a redesigned Rate S-2 for the Company that reflects one delivery charge per kilowatt-hour applicable to all streetlights.

Response:

The Company has provided as Attachment RR-City-4 a copy of the Company's proposed Rate S-2 reflecting charges on a cents per kilowatt-hour basis.

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**NSTAR ELECTRIC  
CAMBRIDGE ELECTRIC LIGHT COMPANY****M.D.T.E. No. 241****Page 1 of 3**

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**STREET LIGHTING – CUSTOMER OWNED****RATE S-2****AVAILABILITY**

Upon written application and the execution of a Customer Owned Street Lighting Agreement with the Company and pole attachment License Agreement with the Company and any joint owner(s) of poles, Streetlighting Service is available under this rate schedule for streetlighting installations owned by any city, town or other public authority. Streetlighting Service is provided hereunder for approximately 4,000 hours of operation per year for the lighting of streets, highways and other roadways which have been deemed as public ways by the municipality. Service under this rate is further subject to the Company's printed requirements and the Company's Terms and Conditions - Distribution Service, each as in effect from time to time.

**STREET LIGHTING SERVICE****Delivery Services:**

<b>Customer Charge:</b>	<b>\$1.48</b>	<b>per fixture per month</b>
<b>Distribution:</b>	<b>0.784</b>	<b>cents per kilowatt-hour</b>
<b>Transition:</b>	<b>0.192</b>	<b>cents per kilowatt-hour</b>
<b>Transmission:</b>	<b>1.851</b>	<b>cents per kilowatt-hour</b>

The per kilowatt-hour charges per month shall be based on the monthly burning hour schedule and the consumption rating for the individual sizes and types of lighting units as determined by the Company.

**Supplier Services: (Optional)**

<b>Standard Offer:</b>	<b>As in effect per Tariff</b>
<b>Default Service:</b>	<b>As in effect per Tariff</b>

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**Issued by: Thomas J. May  
President****Filed: May 15, 2003  
Effective: June 1, 2003**

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**STREET LIGHTING – CUSTOMER OWNED**

**RATE S-2**

**FLOODLIGHTING SERVICE**

**Delivery Services:**

<b>Customer Charge:</b>	<b>\$4.22</b>	<b>per fixture per month</b>
<b>Distribution:</b>	<b>2.938</b>	<b>cents per kilowatt-hour</b>
<b>Transition:</b>	<b>0.192</b>	<b>cents per kilowatt-hour</b>
<b>Transmission:</b>	<b>1.851</b>	<b>cents per kilowatt-hour</b>

**Supplier Services: (Optional)**

<b>Standard Offer:</b>	<b>As in effect per Tariff</b>
<b>Default Service:</b>	<b>As in effect per Tariff</b>

**AREA LIGHTING SERVICE**

**Delivery Services:**

<b>Customer Charge:</b>	<b>\$4.22</b>	<b>per fixture per month</b>
<b>Distribution:</b>	<b>1.350</b>	<b>cents per kilowatt-hour</b>
<b>Transition:</b>	<b>0.192</b>	<b>cents per kilowatt-hour</b>
<b>Transmission:</b>	<b>1.851</b>	<b>cents per kilowatt-hour</b>

**Supplier Services: (Optional)**

<b>Standard Offer:</b>	<b>As in effect per Tariff</b>
<b>Default Service:</b>	<b>As in effect per Tariff</b>

**Issued by: Thomas J. May  
President**

**Filed: May 15, 2003  
Effective: June 1, 2003**

**STREET LIGHTING – CUSTOMER OWNED**

**RATE S-2**

**RATE ADJUSTMENTS**

The charges for delivery service shall be subject to the following:

Transition Cost Adjustment  
Transmission Service Cost Adjustment  
Energy Efficiency Charge  
Renewable Energy Charge  
Default Service Adjustment

**GENERAL CONDITIONS**

- A. The Customer agrees to pay when due all charges and fees which the Company may, from time to time, be entitled to pursuant to the provisions of the pole attachment License Agreement and the Street Lighting Agreement .
- B. All streetlighting facilities provided by the Customer for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any streetlighting facilities which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system.
- C. The Customer shall be responsible for specifying the type and size (wattage/lumen rating) of lighting fixtures served under the rate schedule.

**FARM DISCOUNT RIDER**

A Customer taking service under this rate may be eligible for the Company's Farm Discount Rider, as in effect from time to time.

**TERMS OF PAYMENT**

The annual charges will be prorated monthly. Charges are net and are payable upon presentation of the Company's bill.

**TERM**

Service under this rate shall be for a minimum term of 12 consecutive months and shall continue thereafter until canceled on 30 days' written notice, except that temporary service may be canceled at any time upon 10 days' written notice.

Issued by: Thomas J. May  
President

Filed: May 15, 2003  
Effective: June 1, 2003